

REMARKS

This Application has been carefully reviewed in light of the Final Office Action dated November 15, 2010 ("*Office Action*"). Applicants respectfully request reconsideration and favorable action in this case in light of the remarks below.

Section 103 Rejections

Claim 50 is rejected under 35 U.S.C. § 103(a) over U.S. Publication No. 2002/0188540 by Fay et al. ("*Fay*") in view of Orth, "Retirement Planning for Married Couples: Distribution Differences," ("*Orth*"). Applicants respectfully traverse these rejections for at least the reasons below.

The proposed *Fay-Orth* combination fails to disclose each and every element of Claim 50. For example, the proposed *Fay-Orth* combination fails to disclose,

“calculating a projected retirement income for the husband and the wife ***in a bridge scenario***, the projected retirement income in the bridge scenario including an estimate of yearly inflation-adjusted after-tax income from:

a bridge annuity for the husband beginning at an expected retirement age for the husband and ***ending at a deferred Social Security age for the husband***; . . . [and]

a bridge annuity for the wife beginning at an expected retirement age for the wife and ***ending at a deferred Social Security age for the wife***,”

as recited in Claim 50. The Office Action at page 4 newly asserts that paragraphs 27 and 36 of *Fay* disclose “a bridge annuity for the husband beginning at an expected retirement age for the husband and ***ending at a deferred Social Security age*** for the husband.” Applicants respectfully disagree. Paragraph 36 of *Fay* fails to disclose when the retirement income will end. Thus, this newly cited portion of *Fay* does not disclose, teach, or suggest a retirement annuity that ends “***at a deferred Social Security age*** for the husband,” much less another annuity for the wife “***ending at a deferred Social Security age for the wife***,” as recited in Claim 50. The Office Action also newly asserts that paragraph 27 of *Fay* discloses that a “user can select the defined ending age as that of a deferred Social Security age.” Contrary to the Office Action assertion, however, paragraph 27 of *Fay* does not disclose “a defined ending age.” Rather, paragraph 27 discloses “an annuity providing a plurality of income payments . . . for a period not less than a ***defined certain number of years***.” However, merely defining a certain period of time for income payments in terms of “a number of years”

does not disclose, teach, or suggest “a bridge annuity for the husband . . . **ending at a deferred Social Security age** for the husband.” Accordingly, the newly cited portions of *Fay* fail to disclose that the retirement annuity ends “**at a deferred Social Security age for the husband,**” much less another annuity for the wife “**ending at a deferred Social Security age for the wife,**” as recited in Claim 50.

Orth fails to cure the deficiency of *Fay* regarding bridge annuities “ending at a deferred Social Security age.” The cited portion of *Orth* merely discloses that spouses can postpone their Social Security benefits “because they have other retirement assets.” *Office Action* at 3 (citing *Orth* at page 3, ¶1). However, *Orth* fails to disclose whether those “other retirement assets” include one bridge annuity that ends “**at a deferred Social Security age for the husband,**” much less further includes another bridge annuity that ends “**at a deferred Social Security age for the wife,**” as recited in Claim 50. Indeed, there is no indication in *Orth* as to when those “other retirement assets” end, if at all. Notably, there is no explanation in the *Office Action* as to how the cited portion of *Orth* allegedly discloses these limitations.

In addition, the cited references fail to disclose “calculating a projected retirement income for the husband and the wife in a bridge scenario, the projected retirement income in the bridge scenario including an estimate of yearly inflation-adjusted after-tax income from” two different bridge annuities, as recited in Claim 50. The newly cited portion of *Fay* discloses a process for providing a single retirement annuity product based on a single retirement date. *Office Action* at 4 (citing *Fay* at ¶16). In particular, the process in *Fay* uses two known variables, provided as inputs, to solve for a missing third variable of a three-variable equation. ¶16. The three variables are “a retirement date, a minimum retirement income amount and a defined premium payment amount.” *Id.* Merely calculating retirement income to be paid as of a retirement date **in the singular** fails to disclose or suggest “calculating a projected retirement income for the husband and the wife **in a bridge scenario** including an estimate of yearly inflation-adjusted after-tax income from” **two different** bridge annuities, as recited in Claim 50.

The proposed *Fay-Ortho* combination also fails to disclose “calculating a projected retirement income for the husband and the wife using an alternative funding approach,” or “comparing the calculated projected retirement income for the husband and the wife in the bridge scenario to the projected retirement income for the husband and the wife using the alternative funding approach,” as recited in Claim 50.

For at least the above reasons, the proposed *Fay-Ortho* combination does not disclose, and the Examiner does not allege that the proposed *Fay-Ortho* combination discloses, each and every feature of Claim 50. For at least these reasons, Claim 50 is allowable. Applicants respectfully request reconsideration and allowance of Claim 50.

No Waiver

All of Applicants' arguments and amendments are without prejudice or disclaimer. Additionally, Applicants have merely discussed example distinctions from the references cited by the Office Action. Other distinctions may exist, and Applicants reserve the right to discuss these additional distinctions in a future Response or on Appeal, if appropriate. By not responding to additional statements made by the Office Action, Applicants do not concede as to the correctness of additional statements made by the Office Action. The example distinctions discussed by Applicants are sufficient to overcome the rejections of the Office Action.

Conclusion

Applicants have made an earnest attempt to place this case in condition for immediate allowance. For the foregoing reasons and for other reasons clear and apparent, Applicants respectfully request reconsideration and allowance of all pending claims.

If there are matters that can be discussed by telephone to advance prosecution of this application, Applicants invite the Examiner to contact their attorney at the number provided below.

Although Applicants believe no fees are due, the Commissioner is hereby authorized to charge any necessary fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

BAKER BOTTS L.L.P.

Attorneys for Applicants

A handwritten signature in cursive script, reading "Russell J. Crain".

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Date: January 18, 2011

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